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Attorney Docket No. 101769-253 tesa 1634-WCG

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT

Bernd Lühmann, et al

SERIAL NO.

10/813,195

CUSTOMER NO. :

27386

FILED

March 20, 2004

FOR

REUSABLE ELASTIC ADHESIVE SHEET REDETACHABLE

WITHOUT RESIDUE OR DAMAGE

ART UNIT

1772

EXAMINER

Nasser Ahmad

Mail Stop Amendment Commissioner for Patents PO Box 1450 Alexandria. VA 22313-1450

TERMINAL DISCLAIMER

Sir:

Your petitioner, tesa Aktiengesellschaft, of Hamburg, Germany represents that it is the 100% owner of the above-identified application by virtue of the assignment attached. Your petitioner hereby disclaims the terminal portion of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of any patent issuing from application Serial No. 10/816,277 and hereby agrees that any patent so granted on said above-identified application shall be enforceable only for and during such period that the legal title to said patent for said above-identified application shall be the same as the legal title to any patent issuing from application Serial No. 10/816,277, this agreement to run with any patent granted on said above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on said above-identified application that would extend to the full statutory term as presently

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shortened by any terminal disclaimer of any patent issuing from application Serial No. 10/816,277 in the event that any said issued patent later: (1) expires for failure to pay a maintenance fee, (2) is held unenforceable, (3) is found invalid, (4) is statutorily disclaimed in whole, (5) is terminally disclaimed under 37 CFR 1.321(a), (6) has all claims canceled by a reexamination certificate, or (7) is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer except for the separation of legal title stated above.

The undersigned is an attorney/agent of record and authorized to sign and submit this terminal disclaimer, and has no ownership interest in the above-identified application.

The Commissioner is hereby authorized to charge the fees as required to Deposit Account Number <u>14-1263</u>.

(check one):

[X] \$130.00 - Large Entity

[] \$65.00 - Small Entity

Respectfully submitted,

NORRIS MCLAUGHLIN & MARCUS, P.A.

Andrew N. Parfomak

Attorney for Applicant(s)

Reg. No. 32,431

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FACSIMILE CERTIFICATE

I heraby certify that this correspondence is being filed via facsimile to the designated fax number 571-273-8300 to Commissioner for Patents, P.O. Box 1450, Alexandria VA

22313-1450. on May 22, 2006.

Zsuzsa Schuster

. . .

ASSIGNMENT

In consideration of One Dollar (\$1.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned [hereinafter (collectively) named "Assignor"] hereby assigns and transfers to

tesa Aktiengesellschaft Quickbornstrasse 24 20253 Hamburg Germany

, a German corporation (hereinafter named "Assignee"), its successors, legal representatives and assigns, the entire right, title and interest in and to Assignor's application for Letters Patent of the United States, Application Serial No. 10/813,195 filed on March 30, 2004, entitled

REUSABLE ELASTIC ADHESIVE SHEET REDETACHABLE WITHOUT RESIDUE OR DAMAGE

and to Assignor's entire right, title and interest in any and all inventions, whether joint or sole, disclosed in said application for Letters Patent, and in any and all divisional or continuation or renewal applications that may be filed for United States Letters Patent for any and all of said inventions, and in and to any and all patents that may be granted on the foregoing applications and any reissue or extension thereof.

The Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all of said Letters Patent to said Assignee.

For said consideration, the Assignor hereby agrees upon the request of said Assignee, its successors, legal representatives or assigns, to execute any and all United States divisional, continuation and renewal applications for said invention, and any and all necessary oaths, supplemental oaths or declarations or supplemental declarations or affidavits relating thereto, and any application for the reissue or extension of any United States Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives or assigns may deem necessary or expedient.

For the said consideration the Assignor further agrees upon the request of said Assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate to the best of the ability of the Assignor with said Assignee, its successors, legal representatives or assigns in the matters of preparing and executing the Preliminary Statement and giving and producing evidence in support thereof, the Assignor hereby agreeing to perform upon such request, any and all affirmative acts necessary to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee, its

Attorney Docket No tesa 1634-WCG

successors, legal representatives or assigns as fully and entirely as the same would have been held and enjoyed by the assignor if this assignment and sale had not been made.

Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

And for said considerations, the Assignor hereby assigns to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvement for any and all foreign countries and agrees upon the request of said Assignee, its successors, legal representatives or assigns to execute any and all documents that shall be required of the Assignor to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee, its successors, legal representatives or assigns,

	Bernel dishum	Date: 02.08. 2004	
Signature: 7	Bernd LÜHMANN	Date: 4. 8.04	
Ph Signature:	Ilippe HESSE	Date: 18.08.04	
Sia	unty SUNARTO	Date: 04.08 2004	
Dr.	We SCHUMANN Whoten Weiland	Date: 10.08,2004	
Kir	Stin WEILAND		_
	dreas JUNGHANS	Date: <u>[]5.08.2007</u>	_